

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA
READING DIVISION**

In re:

JAMES W. SURGEONER,

Debtor

Chapter 13 Bankruptcy

Bankruptcy No. 13-10040 REF

EIGHTH AMENDED CHAPTER 13 PLAN

1. The Debtor shall pay the sum of \$63,217.38 to the Chapter 13 Trustee, as follows:
 - a. The sum of \$49,092.00 has already been paid to the Chapter 13 Trustee.
 - b. On May 3, 2017, the Debtor shall pay to the Trustee the sum of \$1,052.82.
 - c. Starting on June 3, 2017, through and including July 3, 2017, the Debtor shall pay to the Trustee the sum of \$1,202.82 monthly for a period of 2 months.
 - d. Starting on August 3, 2017, through and including January 3, 2018, the Debtor shall pay to the Trustee the sum of \$1,777.82 monthly for a period of 6 months.
2. From the payments so received, the Trustee shall make disbursements as follows:
 - a. Full payment in deferred cash payments of all claims entitled to priority under 11 U.S.C. Section 507, as follows:
 - i. Trustee's commissions.
 - ii. Approved attorney's fees for services rendered by Debtors' counsel in this bankruptcy proceeding.
 - iii. Internal Revenue Service (Proof of Claim No. 22) (2015 federal income taxes): The entire claim will be paid through the Chapter 13 Plan.
 - b. Holders of allowed secured claims shall retain the liens securing such claims and shall be provided for as follows:
 - i. Wells Fargo Bank (Proof of Claim No. 15) (1st mortgage on residential real estate): Pre-petition arrears will be paid through the Plan. Payments arising post-petition will be paid outside the Plan.

- ii. M & T Bank (Proof of Claim No. 7) (2nd mortgage on residential real estate): Pre-petition arrears will be paid through the Plan. Payments arising post-petition will be paid outside the Plan.
 - iii. Susquehanna Bank (Proof of Claim No. 18) (Secured by the Debtor's 2001 Ford F150): The creditor is current. Payments arising post-petition will be paid outside the Plan.
- c. Subsequent to dividends to secured creditors, dividends to unsecured creditors whose claims are duly allowed shall be paid pro rata.
3. The following executory contracts of the Debtor are rejected: None.
4. Title to the Debtor's property shall revert in the Debtor upon the closing of the case.

Date: May 7, 2017

Respectfully submitted,

Hartman, Valeriano, Magovern & Lutz, PC

by: /s/ George M. Lutz

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